THE HON'BLE SRI JUSTICE V.ESWARAIAH

WRIT PETITION No.23469 of 2006

Between:

G.Siva Rama Raju and another.

.. PETITIONERS

and

Union of India, Petroleum Department and others.

.. RESPONDENTS

ORDER:

It is the case of the petitioners that the 1st petitioner is the owner of the

land admeasuring 1815 sq. yards in Sy.No.327/1 situated at Chandovolu village, Pittalavanipalem Mandal, Guntur District and he has given the said land in favour of the 2nd respondent for establishment of Petrol Pump. As per the norms that exist, the 2nd respondent shall give the dealership of the said Petrol Pump to the 1st petitioner. The 2nd petitioner is the brother-in-law of the 1st petitioner. As the 1st petitioner is very busy in doing business, he advised the 2nd respondent to give the dealership of the said Petrol Pump to the 2nd petitioner. As per the assurance given to the petitioners, the 2nd respondent gave Company Owned and Company Operated (for short "COCO") outlet dealership to the 2nd petitioner for a limited period. Thereafter, the 2nd respondent, contrary to the assurance, addressed a letter to the petitioners on 13-10-2006 terminating the dealership of the 2nd petitioner from 13-11-2006. Questioning the said letter, this writ petition has been filed.

Learned counsel appearing for the petitioners submits that in fact the Indian Oil Corporation gave the dealership at Pannur and Damarlapadu of Guntur District in favour of the owners of the lands, where the Petrol Pumps have been established. But, however, the same concession has not been given to the petitioners.

On the other hand, the learned counsel appearing for the 2nd respondent submits that in fact the land of the 1st petitioner was taken on lease for the purpose of setting up its COCO outlet and the 1st petitioner also agreed for the same. Accordingly, the 1st petitioner entered into the Lease Agreement with the 2nd respondent on 05-12-2003, wherein as per Clause (iii) (a), "the 1st petitioner agreed that the 2nd respondent is at liberty to

license or sublet the demised premises or any part thereof for use for all or any of the purpose aforesaid without the consent of the 1st petitioner". It is further stated that in fact the 1st petitioner also filed an affidavit stating that he is not going to claim any right over the COCO outlet dealership in the leased site for a period of thirty years. Therefore, the petitioners have no right to question the impugned letter, dated 13-10-2006.

In view of the aforesaid Lease Agreement and in view of the affidavit filed by the 1st petitioner, I am of the opinion that the petitioners are not entitled for any relief in this writ petition.

Accordingly, the writ petition is dismissed. There shall be no order as to costs.

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03-08-2007

Prv